

**DEPARTMENT OF
PUBLIC HEALTH AND HUMAN SERVICES**

**BRIAN SCHWEITZER
GOVERNOR**

**JOAN MILES
DIRECTOR**

STATE OF MONTANA

www.dphhs.mt.gov
FAX (406) 444-4287

HUMAN AND COMMUNITY SERVICES DIVISION
Intergovernmental Human Services Bureau
PO Box 202956
HELENA, MT 59620-2956

April 3, 2006

All Interested Vendors

Re: Request for Information DPHHS #0610047 – Commercial Freezer Rental Space

The State of Montana invites all interested parties to submit a written response to the attached Request for Information (RFI) regarding the rent or lease of approximately 5,000 square feet of commercial freezer space.

Background

The State of Montana has the need of freezer space beyond the state warehousing storage capacity primarily for the storing of USDA Commodity School Lunch frozen foods that include frozen vegetables, fruit products, potato products, meat and processed meat products. The leased space is necessary for 9 months per year (July through March) but state will consider 12-month lease time period depending on price, space and location.

Intent

The information provided in response to this RFI may be used to enter into further negotiations with a vendor or vendors for the lease of the required freezer space for the State of Montana as stated in the requirements on the following pages or may result in a Request for Proposal to have freezer space constructed to the states specifications in the event no suitable space is reasonably available. Written responses to this RFI will be reviewed by the State, including but not limited to the Department of Administration and the Department of Public Health and Human Services.

Please submit a response to the address listed below by the end of business (3:00 P.M. MDT) on Monday, April 17, 2006. Responses can be submitted by either electronic mail, faxed or in an envelope addressed as follows:

Department of Public Health and Human Services
Intergovernmental Human Services Bureau
Attn: Forest Farris, Food Distribution Section Chief
P.O. Box 202956
Helena, MT 59620-2956
Phone: (406) 447-4262, Fax: (406) 447-4287, Email: ffarris@mt.gov

We appreciate your responses to this request. Feel free to contact me if you have any questions or concerns.

Sincerely,

Forest V. Farris

Attachment 3 – 1 Specifications and Instructions (page 2)
2 Sample State Rental Agreement (pages 3 through 9)
3 Vendor Response Form (pages 10 & 11)

"An Equal Opportunity Employer"

Attachment 1 – Preferred Specifications & RFI Response Instructions

1. Preferred Specifications:
 - a. Freezers must be licensed or licensable by State of Montana for Storing Food
 - b. 4,500 to 6,000 sq ft freezer
 - c. 20 to 24 foot high ceilings
 - d. Non-toxic refrigerant system, prefer a system that is not ammonia based refrigerant
 - e. Loading dock standard tractor/trailer height
 - f. Non-refrigerated staging area of approximately 1000 sq ft
 - g. Lockable freezers and lockable forklift station with power
 - h. Lockbox for freezer & forklift keys
 - i. Daily monitoring of freezers or a remote readable temp gauge and alarm system to allow offsite monitoring and alarm.
 - j. Secure facility with alarm or security company monitoring.
 - k. Prefer facility with a service maintenance agreement or in-house qualified-certified maintenance person
 - l. Turnaround and trailer staging area for tractor with 48 foot minimum trailer
2. A sample of the standard state rental/lease agreement is enclosed as Attachment 2 to this RFI for your information. Specific terms and conditions may be negotiated as pertains to any rental/lease agreement for frozen food storage.
3. RFI Response Form Instructions.
 - a. Please complete the RFI response form, Attachment 3, pages 10 & 11, and return by either mail, fax or email attachment per the address, fax and email address listed in the RFI letter and below; responses are due by 3:00 p.m. on Monday, April 17th, 2006.

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Attn: Forest Farris, Food Distribution Section Chief
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- b. You can respond to one or both parts of the RFI (Part 1: Existing Freezers, Part 2: New Construction)
- c. If you have any questions in completing or returning the RFI please give Forest Farris a call @ 406-447-4262.
- d. If you wish to include any additional information or special lease requirements not requested in the RFI please do so on separate page(s) and include with your response. However, specific lease terms and conditions and specific costs will be determined by negotiation between Owner and State.

Attachment 2 – Sample Lease Agreement**STATE OF MONTANA STANDARD LEASE CONTRACT****1. PARTIES**

This lease #**XXX-X** is entered into this 29th day of March, 2006, by and between the Montana Department of Public Health and Human Services, located at 111 Sanders, P.O. Box 4210, Helena, Montana 59604, hereinafter referred to as the "Department" and "**Contractor Name Here**" located at "Mailing and Physical Address Here", Tax ID#"Here", hereinafter referred to as the "Contractor".

2. PURPOSE OF LEASE

The Department has a need to lease premises in "**Town**", Montana, for the purpose of **frozen food storage space for the IHSB Food Distribution Program**. Contractor has premises available for lease in Butte, Montana, suitable for stated purpose. The Contractor and the Department therefore agree as follows:

3. PREMISES DESCRIPTION

The area of space being leased consists of **approximately** X,000 square feet **of frozen storage space**, and includes the right to use common areas within the leased premise. The premises are located at "**Street Address**", "**Town**" Montana. **The frozen storage space is further defined as Cooler Numbers 1 and 2.**

4. TERM OF LEASE

The term of this lease shall be approximately eight (8) months, originating on the **1st** day of **August**, 2005 and expiring on the **31st** day of **March**, 2006, unless earlier terminated as provided in Sections 14, 20, or 22 of this lease.

5. CONSIDERATION

The **monthly** amount of rent the Department shall pay to the Contractor during each year is **\$X,XXX.XX**. This reflects a rate of \$1.20 per square foot per **month**.

The Contractor shall send a completed invoice addressed to the Montana Department of Public Health and Human Services, P.O. Box 4210, Helena, Montana 59604, each month, after which these charges will be paid. The lease payments are due on the first business day of the month. The Contractor may submit one annual invoice with itemized costs for each month through the term of the lease. Contractor may, by submitting to the Department a completed Standard Form 1199A, request that monthly lease payments be made by electronic funds transfer. Such an election shall remain in force until cancelled by Contractor with 30 day's advance written notice to the Department.

6. RENEWAL OPTION
(Specific Renewal options are negotiated and listed here)**7. UTILITIES AND SERVICES**

The Contractor *shall maintain the warehouse in good repair and* shall furnish and pay all **cooling, gas, electricity and water/sewer used by the Department in connection with the leased premises.**

Special conditions for use or storing of offloading equipment will be stated here..

8. PARKING SPACE

Contractor agrees to provide at a minimum, three (3) (negotiable) parking spaces, including the requisite number of handicapped spaces in compliance with the Americans With Disabilities Act as part of the leased premises at no additional charge or cost to the Department.

9. PARKING AREA AND SIDEWALK MAINTENANCE

Contractor agrees to keep the parking area and sidewalks in good repair, and to timely remove snow and ice from the parking area and sidewalks.

10. NOTICE PROTOCOL

Any notice or demand required or permitted to be given under this lease must be in writing. Written notice shall be deemed given when hand delivered, or when mailed by first class mail, postage prepaid, to the addresses specified in this section.

The Contractor's address for purpose of receiving demand or notice is "Contractor address and Contact listed here".

The Contractor's representative for day-to-day operations of the freezer storage under this lease is "Name", telephone cell (406) xxx-xxxx, office (406)xxx-xxxx, home (406)xxx-xxxx.

For legal or written notice, the Contractor's representative is "name", telephone (406) xxx-xxxx.

The Department's address for the purpose of receiving notice is Montana Department of Public Health and Human Services, IHSB Food Distribution, located at P.O. Box 202956, Helena Montana 59620-2956.

The Department's representative for purposes under this lease is John Gillespie, telephone (406) 447-4261.

If either party changes its address or contact person, it must notify the other party in writing at the address provided in this section.

11. QUIET ENJOYMENT

The Department has the right to quiet and peaceful enjoyment and utilization of the leased premises for the term of this lease upon paying the rents as provided and upon Department adherence to performance conditions set forth by and in this lease.

12. INSPECTION

The Department shall permit upon prior notice, the Contractor or its agent to enter into and upon the premises at all reasonable times to maintain or inspect the building in which the leased premises are located or to make repairs, alterations or additions to any portion of the building, including, but not limited to, the erection and maintenance of scaffolding, canopies, fences, or props as may be needed.

13. MAINTENANCE OF PREMISES

Contractor shall, at its own cost and expense, keep and maintain in good working order and repair during the term of this lease or any extension thereof, the exterior of the premises including the roof, the interior, all fixtures in the building except those owned by the Department, and all plumbing, heating, ventilation, air conditioning, and electrical circuits. The Contractor, at its own cost and expense shall be responsible for the

replacement of light bulbs, fluorescent tubes and other lighting elements and shall do so within seven (7) working days after notification.

The Department shall notify the Contractor in writing immediately of any damage or need for repair. Contractor shall make or cause to be made the necessary repairs as soon as possible after receiving notice. The Department shall be financially responsible only in cases of damages resulting from the Department's negligence or that of its employees.

Should the Contractor fail to make or begin to make necessary repairs within thirty (30) days after U.S. Postal Service postmark of written notification of damages by the Department to the Contractor, the Department may then make necessary repairs at the Contractor's expense at the lowest reasonable cost.

An itemized statement of repairs made by the Department under this section, including receipt verification of labor and materials may be tendered in lieu of full or partial payment of rent due for the succeeding months until the cost of the work performed is fully credited against rent due under this lease.

Freezer & Temperature Monitoring requirements will be spelled out here: The Contractor shall maintain the freezer temperature between -0 Fahrenheit and -10 Fahrenheit. The Contractor shall monitor the freezer temperature once daily. In the event of a freezer malfunction, the Contractor shall notify the Department immediately upon knowledge thereof.

14. CASUALTY OR FIRE DAMAGE

In the event the leased premises becomes twenty-five percent (25%) or more destroyed or made uninhabitable, or if the premises are condemned by a proper authority, this lease may be terminated by the Department.

If the premises are less than twenty-five percent (25%) destroyed or made uninhabitable, the rent shall be reduced by the proportion the premises have been rendered uninhabitable or declared unsafe.

If the premises are not restored, or cannot be restored, and returned to proper condition for use and occupancy within thirty (30) days of the casualty, then either the Contractor or the Department may terminate this lease on ten (10) days written notice to the other party.

Upon written notice of termination under this section, the Contractor shall refund any unearned rent paid by the Department, and the Department shall have no further obligation to the Contractor under this lease. Contractor shall continue to insure the premises until Department's personal property is removed from the premises. The Department shall have thirty (30) days after termination of this lease to remove its property from the premises.

15. ALTERATIONS TO PREMISES

The Department agrees to make no alteration to the premises without the prior written consent of the Contractor.

16. SIGNS

The Contractor shall provide and install on the exterior of the premises a suitable sign or signs to advertise the Department's presence in and on the premises.

17. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The Contractor agrees to protect, defend, and save the Department, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns and subcontractors under this lease.

18. INSURANCE SPECIFICATIONS**a. Property**

At its sole cost and expense, the Contractor shall keep the building and all other improvements on the premises insured throughout the term of the agreement against the following hazards:

- i. Loss or damage by fire and such other risks (not including earthquake damage) in an amount sufficient to permit such insurance to be written at all times on a replacement costs basis. This may be insured against by attachment of standard form extended coverage endorsement to fire insurance policies.
- ii. Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises.
- iii. Loss or damage by explosion of steam boilers, pressure vessels, and oil or gasoline storage tanks, or similar apparatus now or hereafter installed in a building or buildings on the premises.

b. General Liability

General Liability: the Contractor shall purchase Occurrence coverage with combined single limits of \$1 million per occurrence/\$2 million aggregate per year for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit. This insurance must be from an insurer licensed to do business in Montana or a domiciliary state and with a Bests rating of no less than A-. The Contractor must provide thirty (30) days written notice to the Department of any material change in coverage including cancellation and that the Department reserves the right to request copies of the Contractor's insurance coverage at any time.

The Contractor's insurance coverage shall be primary insurance as respects the Department, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Department, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

19. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS

The Contractor must comply with all applicable state and federal law. This includes, but is not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age discrimination Act of 1975, the Americans with Disabilities Act of 1990, PL 101-336, Section 504 of Rehabilitation Act of 1973 and 18-5-401, MCA et seq. concerning the Blind Enterprise Program's vending facility rules.

The Contractor agrees to conform to all rules and regulations adopted under the Montana Safety Act and the Act itself. The Contractor further agrees to comply with the ordinances and laws of the City of Butte, and the State of Montana, affecting the use of the premises and to assume all legal responsibility for any charges or damages for non-observance.

The Contractor agrees to provide the Department of Administration, the Legislative Auditor, the Legislative Fiscal Analyst, or their authorized agents access to any records concerning this lease.

The Contractor agrees to create and retain all records supporting the services rendered or goods delivered for a period of three years after either the completion date of this lease or the conclusion of any claim, litigation or exception relating to this lease taken by the state of Montana or a third party.

The Contractor warrants that the space is ADA accessible and compliant.

20. ENVIRONMENTAL HAZARDS

The Contractor hereby represents and warrants that no leak, spill, release, discharge, emission or disposal of hazardous or toxic substances has occurred on the leased premises to date and that the soil and groundwater on or under the leased premises are free of toxic or hazardous substances as of the date that the term of this lease commences.

The Contractor represents and warrants that the leased space shall be free of all asbestos containing materials, except undamaged vinyl asbestos floor tile in the space or undamaged boiler or pipe insulation outside the space. Radon levels in the demised premises shall not equal or exceed the Environmental Protection Agency (EPA) action level for homes or 4 Pico curies per liter (PCI/L).

If at any time, the Department determines that the demised premises poses a significant environmental hazard to its employees, this lease may be terminated with a minimum of thirty (30) days written notice.

21. HOLDOVER TENANCY

In the event the Department holds the premises beyond the terms of this lease, in the absence of a written agreement to the contrary, it shall be deemed a month-to-month tenancy subject to all terms and conditions of this lease. This holdover tenancy may be terminated at any time by either the Contractor or the Department by means of a thirty (30) day written notice delivered prior to the beginning of the final month.

22. TERMINATION

The Contractor acknowledges, understands, and agrees that the Department, as a state agency, is dependent upon state and federal appropriations for its funding. In the event state or federal government funds available for this purpose are reduced, the Department may cancel this lease by giving thirty (30) days written notice to the Contractor.

The Department shall not be liable to the Contractor for any amount which would have been payable had the lease not been terminated under this provision. The Department shall be liable to the Contractor only for the amount owed to the Contractor up to the date the Department vacates the premises.

If either party to this lease defaults in the performance of any term or condition of this lease, the other party may give the defaulting party notice of the default, which notice shall specify the action required to correct the default and a period of time of not less than thirty (30) days within which to correct the default. If the default is not corrected within the time specified in the notice, the party not in default may terminate this lease without further obligation under this lease, other than obligations incurred or accrued to the date of termination.

At the expiration or termination of this lease or any extension of it, the Department will vacate and surrender the premises to the Contractor in as good condition and repair as when it took possession, reasonable wear and tear excepted. All property and fixtures placed in the premises by the Department or owned by the State of Montana may be removed by the Department within thirty (30) days of termination.

23. SEVERABILITY

It is understood and agreed by the parties hereto that if any term or provision of this lease is held to be illegal, void or in conflict with any Montana law, the validity of the remaining terms and conditions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if this lease did not contain the particular term, condition, or provision held to be invalid.

24. VENUE AND INTERPRETATION

The Contractor and Department agree that this lease shall be governed and interpreted according to the laws of the State of Montana. In the event of a dispute arising over this lease, the proper venue for the hearing of the case is the District Court of the First Judicial District of the State of Montana, in and for the County of Lewis and Clark.

25. SUCCESSORS

All rights and liabilities herein given to or imposed upon both parties shall extend to, be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

26. LEASE APPROVAL

This entire lease, in addition to any change, alteration, or renewal thereof, addendum, amendment, or letter of understanding, is subject to prior approval by the Department of Administration.

27. ENTIRE LEASE

This contract consisting of **(Number of)** pages, Sections 1 through 29, contains the entire contract between the Contractor and the Department. Any agreement hereafter made shall not be effective to modify this lease unless it is in writing and signed by both parties and the Department of Administration.

28. SUBLEASE

The Department shall have the right to sublet the premises to a Sublessee, with the consent of the Contractor, which consent shall not be unreasonably withheld.

29. SMOKE FREE ENVIRONMENT

The Contractor shall make the portions of the building occupied by state agencies smoke-free. "Smoke" means smoke from a lighted cigar, cigarette, or pipe or any other lighted tobacco product as defined in MCA 50-40-202.

30. COUNTERPARTS

This lease may be signed in facsimile from followed by overnight delivery of the original. Additionally, this lease may be signed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same lease.

COMMERCIAL FREEZER RENTAL SPACE RFI NOTATION:

Additional Terms and Conditions may be negotiated between parties. This is a standard rent/lease agreement approved by the Department of Administration.

IN WITNESS THEREOF, the Contractor and the Department have entered into and executed this lease:

CONTRACTOR (S)

By: _____
Contractor Date

DEPARTMENT

By: _____
Administrator
Operations Technology Division Date

By: _____
Administrator
Human & Community Services Division Date

PRIOR APPROVAL BY THE DEPARTMENT OF ADMINISTRATION

By: _____
Leasing Officer
General Services Division Date

Attachment 3 –Response to RFI for Commercial Food Freezer Rental**Part 1: Existing Commercial Freezer Space**

Respondent Business Name: _____

Contact Person: _____

Phone No. _____ work _____ cell _____ fax _____

Business Address: _____

City: _____, _____ state, _____ Zip _____

1. Location of Freezer _____ city _____ address _____
2. Freezer Size: _____ sq/ft minimum _____ sqft maximum
3. Freezer Ceiling Height _____ feet
4. Refrigerant Type _____ Year built _____ Last Refrigeration Service Date _____
5. Freezer Currently Licensed: ____ Yes ____ No, Last date of License: _____
(Prior to signing any new freezer rental agreement the facility pass inspected by MT Food and Consumer Safety and must be licensed for the storage of food products)
6. Loading Docks: _____ (Number of Docks) Dock Height: _____
7. Non-Refrigerated staging area ____ Yes ____ No , If yes, _____ sq feet
8. Freezers Lockable ____ Yes ____ No Is a secure lockbox available? ____ Yes ____ No
9. Freezer Monitoring: ____ Manually ____ Electronic Monitoring ____ Auto Warning System. Explain:

10. Building Security: *Please Circle:* Fenced, Security Alarm, Patrolled, None
11. Freezer Maintenance: *Please Circle:* In-House, Contracted Date of Last Service: _____
12. Forklift availability: ____ Yes ____ No; Place to store renters forklift ____ Yes ____ No
13. Forklift Storage Lockable and Power Available: ____ Yes ____ No
14. Off-street tractor/trailer staging & turnaround: ____ Yes, ____ No If Yes is it paved?: ____ Yes ____ No
15. Costs and conditions:
 - a. Cost per square foot per year _____
 - b. Length of Lease Required _____

Signature: _____ Date: _____

Part 2: New Construction Response:

If you are proposing to build to suit tenant; could you please provide cost requirements to the state: (We would prefer the freezers to be located in the immediate Helena Area within 5 miles of the DPHHS warehouse on Carter Drive)

Respondent Business Name: _____

Contact Person: _____

Phone No. _____ work _____ cell _____ fax _____

Business Address: _____

City: _____, _____ state, _____ Zip _____

Location of Proposed Freezer _____ city _____ address _____

1. Estimated cost per square foot per year _____

2. Number of years lease required _____

3. Will build to suit Tenant _____ Yes _____ No.

4. If No to #3 Above, Please Explain.

Signature: _____ Date: _____

Please complete Attachment 3, RFI Response (pages 10 & 11) per the instructions on Attachment1 on page 2 of the RFI and return via mail, fax or email to the following address no later than 3:00 p.m. on Monday, April 17, 2006:

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Intergovernmental Human Services Bureau
Attn: Forest Farris, Food Distribution Section Chief
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Helena, MT 59620-2956
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